

(e) The approving opinion of Bond Counsel, dated as of the Closing, in substantially the form required by the Bond Purchase Agreement.

(f) Such other opinions, certificates, statements, receipts and documents as the Trustee shall reasonably require for the delivery of the Bonds.

When the documents specified above have been filed with the Trustee, and when the Bonds shall have been executed and authenticated as required by this Indenture, the Trustee shall deliver the Bonds to or upon the order of the Underwriter as original purchaser, but only upon payment to the Trustee of the purchase price of the Bonds. The proceeds of the sale of the Bonds, including accrued interest and premium thereon, if any, shall be immediately paid over to the Trustee, and the Trustee shall deposit and apply such proceeds as provided in Article VI of this Indenture.

Section 209. No Additional Bonds.

No Additional Bonds shall be issued under this Indenture.

Section 210. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond shall become mutilated, or be lost, stolen or destroyed, the Authority shall execute and the Trustee shall authenticate and deliver a new Bond of like series, date and tenor as the Bond mutilated, lost, stolen or destroyed; *provided that*, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Authority and the Trustee evidence of such loss, theft or destruction satisfactory to the Authority and the Trustee, together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a substitute Bond, the Trustee may pay or authorize the payment of the same without surrender thereof. Upon the issuance of any substitute Bond, the Authority and the Trustee may require the payment of an amount sufficient to reimburse the Authority and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 211. Cancellation and Destruction of Bonds Upon Payment.

(a) All Bonds which have been paid or redeemed or which the Trustee has purchased or which has otherwise been surrendered to the Trustee under this Indenture, either at or before Maturity shall be cancelled by the Trustee immediately upon the payment, redemption or purchase of such Bonds and the surrender thereof to the Trustee; and any such Bonds shall, if not reissued in an exchange pursuant to Section 206 of this Indenture, be cancelled by the Trustee immediately after Maturity.

(b) All Bonds cancelled under any of the provisions of this Indenture shall be destroyed by the Trustee in accordance with federal and State record retention requirements. The Trustee shall execute a certificate describing the Bond so cancelled or destroyed, and shall file executed counterparts of such certificate with the Authority and the City.

Section 212. Book-Entry Bonds; Securities Depository. The Bonds, upon original issuance, are expected to be issued in book-entry-only form, with a single Global Bond Certificate for each maturity of Bonds to be delivered by the Authority to the initial purchasers for deposit

with the Depository or its agent. Pursuant to the contract for the sale of the Bonds to the original purchasers, immediately upon delivery of the Bonds, the original purchasers of the Bonds will deposit the Global Bond Certificates representing all of the Bonds with the Depository or its agent. The Global Bond Certificates may be in printed or typewritten form or otherwise, as shall be acceptable to the Depository and shall be registered in the name of Cede & Co. and held immobilized from circulation at the offices of the Depository or its agent on behalf of the original purchasers and subsequent Bondowners. The Depository will be the sole Owner of record of such Global Bond Certificates and no investor or other party purchasing, selling or otherwise transferring ownership of any Bonds or any interest therein is to receive, hold or deliver any bond certificates as long as the Depository holds such Bonds immobilized from circulation.

The Global Bond Certificates evidencing the Bonds may not thereafter be transferred or exchanged except:

(i) To any successor of the Depository (or its nominee) or any substitute depository (a "substitute depository") designated pursuant to clause (ii) of this subsection, provided that any successor of the Depository or any substitute depository must be both a "clearing corporation" as defined in Section 8-102 of the Uniform Commercial Code of the State and a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended;

(ii) To a substitute depository designated by the Authority and acceptable to the Trustee upon (a) the determination by the Depository that the Bonds shall no longer be eligible for depository services or (b) a determination by the Authority that the Depository is no longer able to carry out its functions, provided that any substitute depository must be qualified to act as such, as provided in clause (i) of this subsection; or

(iii) To those persons to whom transfer is requested in written transfer instructions in the event that (a) the Depository shall resign or discontinue its services for the Bonds and the Authority is unable to locate a qualified successor within two (2) months following the resignation or determination of non-eligibility, (b) the Authority determines that the Depository is incapable of discharging its duties and the Authority is unable to locate a qualified successor within two (2) months following such determination, or (c) upon a determination by the Authority that the continuation of the book-entry system described herein, which precludes the issuance of certificates to any Owner other than the Depository (or its nominee) is no longer in the best interest of the beneficial owners of the Bonds, then the Authority shall notify the beneficial owner of such resignation or determination and of the availability of Replacement Bonds to beneficial owners of the Bonds requesting the same and the registration, transfer and exchange of such Bonds will be conducted as provided in Section 206 of this Indenture. The Trustee shall be entitled to rely upon information provided by the Depository or its Participants as to the names, addresses of and principal amounts held by the beneficial owners of the Bonds.

In the event of a succession of the Depository as may be authorized by this Section 212, the Bond Registrar upon its receipt of bond certificates for cancellation shall cause the authorization and delivery of bond certificates to the substitute or successor depositories in

appropriate denominations and form as approved hereunder and the substitute or successor depository shall be treated as the Depository for all purposes and functions under this Indenture.

ARTICLE III REDEMPTION OF BONDS

Section 301. Redemption of Bonds. The Bonds shall be subject to redemption prior to maturity in accordance with the terms and provisions set forth in this Article III.

(a) Optional Redemption.

(i) The Series A Bonds bearing a Stated Maturity on September 1, 2016 and thereafter shall be subject to optional redemption and payment prior to their respective Stated Maturities at the election of the Authority upon direction and instruction by the City to the Authority and the Trustee, on September 1, 2015, and at any time thereafter, in whole or in part in such order of Maturities as the Authority at the direction of the City in the City's sole discretion shall determine, at a redemption price equal to one-hundred percent (100%) of the principal amount of the Series A Bonds to be redeemed, plus accrued interest, if any, on such Series A Bonds to the Redemption Date, but without premium.

(ii) The Series B Bonds bearing a Stated Maturity on September 1, 2016 and thereafter shall be subject to optional redemption and payment prior to their respective Stated Maturities at the election of the Authority upon direction and instruction by the City to the Authority and the Trustee, on September 1, 2015, and at any time thereafter, in whole or in part in such order of Maturities as the Authority at the direction of the City in the City's sole discretion shall determine, at a redemption price equal to one-hundred percent (100%) of the principal amount of the Series B Bonds to be redeemed, plus accrued interest, if any, on such Series B Bonds to the Redemption Date, but without premium.

(iii) The Series C Bonds bearing a Stated Maturity on September 1, 2016 and thereafter shall be subject to optional redemption and payment prior to their respective Stated Maturities at the election of the Authority upon direction and instruction by the City to the Authority and the Trustee, on September 1, 2015, and at any time thereafter, in whole or in part in such order of Maturities as the Authority at the direction of the City in the City's sole discretion shall determine, at a redemption price equal to one-hundred percent (100%) of the principal amount of the Series C Bonds to be redeemed, plus accrued interest, if any, on such Series C Bonds to the Redemption Date, but without premium.

(b) Mandatory Sinking Fund Redemption. The Series C Bonds with Stated Maturity dates of September 1, 2020 and September 1, 2024 (the "Term Bonds") will be subject to mandatory prepayment pursuant to the mandatory prepayment requirements of this Section at a prepayment price equal to 100% of the principal represented by the Series C Bonds being prepaid plus the interest accrued thereon to the mandatory Redemption Date, as follows:

Term Bonds Maturing on September 1, 2020

<u>Redemption Date</u> <u>(September 1)</u>	<u>Principal Amount</u>
2014	\$220,000
2015	380,000
2016	380,000
2017	380,000
2018	380,000
2019	380,000
2020*	380,000

*Stated Maturity

Term Bonds Maturing on September 1, 2024

<u>Redemption Date</u> <u>(September 1)</u>	<u>Principal Amount</u>
2012	\$370,000
2013	370,000
2014	125,000
2015	215,000
2016	215,000
2017	215,000
2018	215,000
2019	215,000
2020	215,000
2021	220,000
2022	-
2023	-
2024*	100,000

*Stated Maturity

Term Bonds Maturing on September 1, 2024

<u>Redemption Date</u> <u>(September 1)</u>	<u>Principal Amount</u>
2014	\$350,000
2015	2,005,000
2016	2,005,000
2017	2,005,000
2018	2,005,000
2019	2,005,000
2020	2,005,000
2021	2,380,000
2022	2,600,000
2023	2,600,000
2024*	2,600,000

*Stated Maturity

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Authority may: (1) deliver to the Trustee for cancellation Term Bonds in any aggregate principal amount desired, (2) furnish the Trustee funds, together with appropriate instructions, for the purpose of purchasing any of said Term Bonds from any Owner thereof, whereupon the Trustee shall expend such funds for such purpose to such extent as may be practical, or (3) receive a credit with respect to the mandatory redemption obligation of the Trustee pursuant to this Indenture for any Term Bonds which prior to such date have been prepaid (other than through the operation of the requirements herein) and cancelled by the Trustee and not theretofore applied as a credit against any redemption obligation pursuant herein. Each Term Bond so delivered or previously purchased or prepaid shall be credited at 100% of the principal amount thereof on the obligation of the Trustee to prepay or redeem Term Bonds of the same series and payment date on such Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same series and payment date in chronological order, and the principal amount of Bonds of the same series and payment date to be prepaid by operation of the requirements herein shall be accordingly reduced. If the Authority intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the Authority will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Trustee a certificate signed by an Authorized Authority Representative indicating to what extent the provisions of said clauses (1), (2), and (3) are to be complied with in respect to such mandatory redemption.

Section 302. Selection of Bonds to be Redeemed.

(a) Bonds shall be redeemed in their Authorized Denominations. In the case of a partial redemption of Bonds, the Bonds to be redeemed shall be selected by the City from those Bonds Outstanding by such method as the City shall deem fair and appropriate and which may provide for the selection for redemption of portions of the principal of such Outstanding Bonds of a denomination larger than \$5,000. If Bonds of less than a full Maturity are redeemed, such Bonds to be redeemed shall be selected by the Trustee in \$5,000 units of face value in such

equitable manner as the Trustee may determine. The portions of the principal of Outstanding Bonds so selected for partial redemption shall be equal to \$5,000 or integral multiples thereof. Any Bond which is to be redeemed only in part shall be submitted to the Paying Agent and delivered to the Trustee, who shall authenticate and deliver to the Owner of such Bond, without service charge to the Owner, a new Bond or Bonds of any authorized denomination as requested by such Owner in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bonds so surrendered. If the Owner of any Bond to be redeemed only in part shall fail to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the Redemption Date to the extent of the principal amount of a Bond so called for redemption and accrued interest thereon (and to that extent only). If the Bonds are in the form of Global Bond Certificates, the partial redemption of such Bonds shall be governed by the agreement between the Authority, the Trustee, and the Depository.

(b) The Trustee shall call Bonds for redemption and payment as provided in this Indenture upon receipt by the Trustee at least 45 days prior to the Redemption Date of a Written Request of the Authority at the direction of the City. Such request shall specify the principal amount and Stated Maturities of Bonds so to be called for redemption, the applicable redemption price or prices and the provision or provisions of this Indenture pursuant to which such Bonds are to be called for redemption.

Section 303. Notice of Redemption. If and when any of the Bonds are called for redemption and payment prior to their Stated Maturity, the Trustee shall give written notice of said redemption and payment by first class mail, postage prepaid, mailed not less than 30 days nor more than 60 days prior to the Redemption Date to each Owner of Bonds to be redeemed, at the address appearing on the Bond Register. All notices of redemption shall include the Redemption Notice Information. The failure of the Owner of any Bond to be so redeemed to receive written notice mailed as herein provided or any defect therein shall not affect or invalidate the redemption of said Bond. The Bond Registrar is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond to be redeemed. Notice of the redemption of Bonds, except with respect to any notice which refers to Bonds which are the subject of an advance refunding shall be given only if sufficient funds shall be available to the Trustee on the date of mailing of such notice to pay the full redemption price of the Bonds to be redeemed.

Section 304. Effect of Call for Redemption. Prior to the Redemption Date, and prior to the giving of notice of redemption of any Bonds pursuant to Section 303 of this Indenture, funds or Government Securities shall be placed with the Trustee which are sufficient to pay the Bonds or portions thereof called for redemption and accrued interest thereon, if any, to the Redemption Date and the redemption premium, if any. Upon the happening of the above conditions and appropriate written notice having been given as provided in Section 303 of this Indenture, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified Redemption Date, provided funds or Government Securities sufficient for the payment of principal of, and redemption premium, if any, and accrued interest on such Bonds are on deposit at the place of payment at that time, and shall no longer be entitled to the protection,

benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture.

ARTICLE IV FORM OF BONDS

Section 401. Form Generally. The Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be issued in substantially the forms set forth in this Article IV. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirements of law with respect thereto.

Section 402. Form of Bonds. The form of the Bonds shall be as set forth in Exhibit "A" to this Indenture.

ARTICLE V CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Costs of Issuance Funds. There are hereby created and ordered to be established in the custody of the Trustee three special trust funds to be designated the "Moberly Industrial Development Authority Annual Appropriation Bonds, Series 2010-A (Taxable) Costs of Issuance Fund" (the "Series A Costs of Issuance Fund"), the "Moberly Industrial Development Authority Annual Appropriation Bonds, Series 2010-B (Tax-Exempt) Costs of Issuance Fund" (the "Series B Costs of Issuance Fund"), and the "Moberly Industrial Development Authority Annual Appropriation Bonds, Series 2010-C (Tax-Exempt) Costs of Issuance Fund" (the "Series C Costs of Issuance Fund" and, collectively with the Series A Costs of Issuance Fund and the Series B Costs of Issuance Fund, the "Costs of Issuance Funds").

Section 502. Creation of Project Funds and Debt Service Reserve Funds. There are hereby created and ordered to be established in the custody of the Trustee three special trust funds to be designated the "Moberly Industrial Development Authority Annual Appropriation Bonds, Series 2010-A (Taxable) Project Fund" (the "Series A Project Fund"), the "Moberly Industrial Development Authority Annual Appropriation Bonds, Series 2010-B (Tax-Exempt) Project Fund" (the "Series B Project Fund"), and the "Moberly Industrial Development Authority Annual Appropriation Bonds, Series 2010-C (Tax-Exempt) Project Fund" (the "Series C Project Fund") and, collectively, with the Series A Project Fund and the Series B Project Fund, the "Project Funds"). In addition, there are hereby created and ordered to be established in the custody of the Trustee three special trust funds to be designated the "Moberly Industrial Development Authority Annual Appropriation Bonds, Series 2010-A (Taxable) Debt Service Reserve Fund" (the "Series A Debt Service Reserve Fund"), the "Moberly Industrial Development Authority Annual Appropriation Bonds, Series 2010-B (Tax-Exempt) Debt Service Reserve Fund" (the "Series B Debt Service Reserve Fund") and the "Moberly Industrial Development Authority Annual Appropriation Bonds, Series 2010-C (Tax-Exempt) Debt Service Reserve Fund" (the "Series C Debt Service Reserve Fund" and, collectively, with the Series A Debt Service Reserve Fund and the Series B Debt Service Reserve Fund, the "Debt Service Reserve Funds").

Section 503. Deposits into Debt Service Reserve Funds, Costs of Issuance Funds and Project Funds; Application of Moneys in Debt Service Reserve Funds. Proceeds of the sale

of the Bonds, after first depositing and paying into the Bond Funds the amounts required pursuant to Section 602 of this Indenture, shall be deposited by the Trustee into the Debt Service Reserve Funds, the Costs of Issuance Funds and the Project Funds as follows:

(a) After first depositing and paying into the Series A Bond Fund the amounts required pursuant to Section 602 of this Indenture, the Trustee shall next deposit from the proceeds of the sale of the Series A Bonds the sum of \$74,148.21 into the Series A Costs of Issuance Fund. The Trustee shall next deposit into the Series A Debt Service Reserve Fund the amount of \$2,502,193.50 as the Series A Debt Service Reserve Requirement. The balance of the proceeds of the Series A Bonds shall be deposited by the Trustee into the Series A Project Fund for use as provided in Section 505 hereof. Any money received by the Trustee from any other source for the acquisition, development, construction, installation, and equipping of the Series A Project shall, except as otherwise provided herein or in this Indenture, also be deposited into the Series A Project Fund.

(b) After first depositing and paying into the Series B Bond Fund the amounts required pursuant to Section 602 of this Indenture, the Trustee shall next deposit from the proceeds of the sale of the Series B Bonds the sum of \$27,508.95 into the Series B Costs of Issuance Fund. The Trustee shall next deposit into the Series B Debt Service Reserve Fund the amount of \$295,306.55 as the Series B Debt Service Reserve Requirement. The balance of the proceeds of the Series B Bonds shall be deposited by the Trustee into the Series B Project Fund for use as provided in Section 505 hereof. Any money received by the Trustee from any other source for the acquisition, development, construction, installation, and equipping of the Series B Project shall, except as otherwise provided herein or in this Indenture, also be deposited into the Series B Project Fund.

(c) After first depositing and paying into the Series C Bond Fund the amounts required pursuant to Section 602 of this Indenture, the Trustee shall next deposit from the proceeds of the sale of the Series C Bonds the sum of \$233,956.65 into the Series C Costs of Issuance Fund. The Trustee shall next deposit into the Series C Debt Service Reserve Fund the amount of \$2,799,622.24 as the Series C Debt Service Reserve Requirement. The balance of the proceeds of the Series C Bonds shall be deposited by the Trustee into the Series C Project Fund for use as provided in Section 505 hereof. Any money received by the Trustee from any other source for the acquisition, development, construction, installation, and equipping of the Series C Project shall, except as otherwise provided herein or in this Indenture, also be deposited into the Series C Project Fund.

Except as herein otherwise provided, funds on deposit in the Series A Debt Service Reserve Fund shall be used and applied by the Trustee solely to prevent a default in the event moneys on deposit in the Series A Bond Fund shall be insufficient to pay the principal of and interest on the Series A Bonds as the same become due, *provided that*, when all of the principal of and interest on the Series A Bonds shall have been paid, such funds on deposit in the Series A Debt Service Reserve Fund may be used to pay the principal of and interest on the Bonds; funds on deposit in the Series B Debt Service Reserve Fund shall be used and applied by the Trustee solely to prevent a default in the event moneys on deposit in the Series B Bond Fund shall be insufficient to pay the principal of and interest on the Series B Bonds as the same become due;

and funds on deposit in the Series C Debt Service Reserve Fund shall be used and applied by the Trustee solely to prevent a default in the event moneys on deposit in the Series C Bond Fund shall be insufficient to pay the principal of and interest on the Series C Bonds as the same become due. The Trustee may disburse and expend moneys from the Series A Debt Service Reserve Fund whether or not the amount therein equals the Series A Debt Service Reserve Requirement, may disburse and expend moneys from the Series B Debt Service Reserve Fund whether or not the amount therein equals the Series B Debt Service Reserve Requirement, and may disburse and expend moneys from the Series C Debt Service Reserve Fund whether or not the amount therein equals the Series C Debt Service Reserve Requirement. Moneys on deposit in the Debt Service Reserve Funds may be used to pay Bonds called for redemption or to purchase Bonds in the open market, prior to their Stated Maturity, provided all Bonds at the time Outstanding are called for redemption or purchased and sufficient funds are available therefor. Moneys on deposit in the Debt Service Reserve Funds shall be used to pay and retire the Bonds last becoming due unless such Bonds and all interest thereon are otherwise paid.

So long as the sum on deposit in the Series A Debt Service Reserve Fund shall aggregate an amount equal to the Series A Debt Service Reserve Requirement, no further deposits to the Series A Debt Service Reserve Fund shall be required; so long as the sum on deposit in the Series B Debt Service Reserve Fund shall aggregate an amount equal to the Series B Debt Service Reserve Requirement, no further deposits to the Series B Debt Service Reserve Fund shall be required; and so long as the sum on deposit in the Series C Debt Service Reserve Fund shall aggregate an amount equal to the Series C Debt Service Reserve Requirement, no further deposits to the Series C Debt Service Reserve Fund shall be required. If, however, the Trustee is ever required to withdraw funds from the Series A Debt Service Reserve Fund to prevent a default as herein provided and the withdrawal of such funds reduces the amount on deposit in the Series A Debt Service Reserve Fund to an amount which is less than the Series A Debt Service Reserve Requirement; or if the Trustee is ever required to withdraw funds from the Series B Debt Service Reserve Fund to prevent a default as herein provided and the withdrawal of such funds reduces the amount on deposit in the Series B Debt Service Reserve Fund to an amount which is less than the Series B Debt Service Reserve Requirement; or if the Trustee is ever required to withdraw funds from the Series C Debt Service Reserve Fund to prevent a default as herein provided and the withdrawal of such funds reduces the amount on deposit in the Series C Debt Service Reserve Fund to an amount which is less than the Series C Debt Service Reserve Requirement, the City shall in accordance with the Financing Agreement, subject to annual appropriation, eliminate such deficiency by making Additional Payments from first appropriated and available funds until the amounts on deposit in the Series A Debt Service Reserve Fund again aggregate an amount equal to the Series A Debt Service Reserve Requirement, the amounts on deposit in the Series B Debt Service Reserve Fund again aggregate an amount equal to the Series B Debt Service Reserve Requirement, and the amounts on deposit in the Series C Debt Service Reserve Fund again aggregate an amount equal to the Series C Debt Service Reserve Requirement.

So long as the sum on deposit in the Series A Debt Service Reserve Fund shall aggregate an amount equal to the Series A Debt Service Reserve Requirement, investment earnings on funds on deposit in the Series A Debt Service Reserve Fund shall be deposited into the Series A Bond Fund. If, however, the sum on deposit in the Series A Debt Service Reserve Fund shall be less than the Series A Debt Service Reserve Requirement, investment earnings on funds in the Series A Debt Service Fund shall remain therein and be applied to reducing such deficiency. So long as

the sum on deposit in the Series B Debt Service Reserve Fund shall aggregate an amount equal to the Series B Debt Service Reserve Requirement, investment earnings on funds on deposit in the Series B Debt Service Reserve Fund shall be deposited into the Series B Bond Fund. If, however, the sum on deposit in the Series B Debt Service Reserve Fund shall be less than the Series B Debt Service Reserve Requirement, investment earnings on funds in the Series B Debt Service Fund shall remain therein and be applied to reducing such deficiency. So long as the sum on deposit in the Series C Debt Service Reserve Fund shall aggregate an amount equal to the Series C Debt Service Reserve Requirement, investment earnings on funds on deposit in the Series C Debt Service Reserve Fund shall be deposited into the Series C Bond Fund. If, however, the sum on deposit in the Series C Debt Service Reserve Fund shall be less than the Series C Debt Service Reserve Requirement, investment earnings on funds in the Series C Debt Service Fund shall remain therein and be applied to reducing such deficiency. For purposes of complying with this paragraph, the Trustee shall value the respective Debt Service Reserve Funds and, if appropriate, transfer funds therefrom, semiannually, in accordance with the next succeeding paragraph.

Permitted Investments in the Debt Service Reserve Funds shall be valued by the Trustee on each Interest Payment Date at the lower of cost (exclusive of accrued interest after the first payment of interest following acquisition) or par value (plus, prior to the first payment of interest following acquisition, the amount of interest paid as part of the purchase price, if any). In the event that on any such date of valuation the amounts on deposit in the Series A Debt Service Reserve Fund, in the Series B Debt Service Reserve Fund, or in the Series C Debt Service Reserve Fund shall aggregate an amount, respectively, less than the Series A Debt Service Reserve Requirement, the Series B Debt Service Reserve Requirement, or the Series C Debt Service Reserve Requirement (by reason of such valuation and not by reason of any withdrawal), the City shall, subject to annual appropriation, eliminate such deficiency by making Additional Payments pursuant to the Financing Agreement no later than the next valuation date. The Trustee shall value investments made pursuant to this Section 503 at the lower of cost (exclusive of accrued interest after the first payment of interest following acquisition) or par value (plus, prior to the first payment of interest following acquisition, the amount of interest paid as part of the purchase price, if any). After payment in full of the principal of, premium, if any, and interest on the Bonds (or provision has been made for the payment thereof as specified in this Indenture), and the fees, charges and expenses of the Trustee and any Paying Agent and any other amounts required to be paid under this Indenture, the Financing Agreement and the Management Agreement, all amounts remaining in the Debt Service Reserve Funds shall be paid to the City.

The City or the Company may deposit or cause to be deposited with the Trustee any other funds provided to the City for the payment of part of the Costs of the Project. The Trustee shall account for any such funds separately by book entry or by depositing such funds into separate, segregated accounts within the Series A Project Fund, the Series B Project Fund, or the Series C Project Fund, as applicable.

Section 504. Disbursements from Costs of Issuance Funds. Moneys on deposit in the Costs of Issuance Funds shall be paid out from time to time by the Trustee upon Written Requests of an Authorized Authority Representative, in substantially the form of Exhibit "D" attached hereto, for the costs and expenses of issuing and securing the Bonds certified in such Written Requests, including, without limitation, printing expenses, rating agency fees, recording and filing